

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

ANGELA GARZA,

Plaintiff,

v.

Case Number  
Honorable

SYNCHRONY BANK, WELLS FARGO  
BANK, N.A., TRANSUNION, LLC,  
EQUIFAX INFORMATION SERVICES,  
LLC, AND EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendants.

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**COMPLAINT**

Plaintiff Angela Garza, ("Plaintiff"), by counsel, brings this action for damages against Defendants Synchrony Bank ("Synchrony"), Wells Fargo Bank, N.A. ("Wells Fargo"), TransUnion, LLC ("TransUnion"), Equifax Information Services, LLC ("Equifax"), and Experian Information Solutions, Inc. ("Experian") (collectively, "Defendants"), alleging violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq.

## **JURISDICTION AND VENUE**

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2 1. This Court has federal question jurisdiction because this action arises  
3 from violations of federal law. 28 U.S.C. §§ 1331. Jurisdiction is also proper  
4 pursuant to 15 U.S.C. 1681p (FCRA) (permitting actions to enforce liability in  
5 appropriate federal district court).  
6

7  
8 2. Venue in the United States District Court for the Eastern District of  
9 Michigan is proper because Plaintiff resides in this District, Defendants regularly  
10 transact business within this District and are otherwise subject to personal  
11 jurisdiction in this District, and a substantial part of the events or omissions  
12 giving rise to this action occurred in this District.  
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## **PARTIES**

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16 3. Plaintiff incorporates herein by reference all of the above paragraphs  
17 of this Complaint as though fully set forth at length herein.  
18

19 4. During all time relevant to this Complaint, Plaintiff was a citizen and  
20 resident of Genesee County Michigan.  
21

22 5. During all time pertinent to this Complaint, Synchrony was  
23 authorized to conduct business in the State of Michigan and conducted business  
24 in Michigan on a routine and systematic basis.  
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1           6.       Synchrony Bank is a subsidiary of Synchrony Financial. Synchrony  
2 Bank can be served at its headquarters located at 170 West Election Road, Suite  
3 125, Draper, Utah 84020.  
4

5           7.       Synchrony is a “furnisher of information” under 15 U.S.C. §§ 1681s-  
6 2(a) and 1681s-2(a) (b) of the FCRA.  
7

8           8.       During all time pertinent to this Complaint, Wells Fargo Bank, N.A  
9 was authorized to conduct business in the State of Michigan and conducted  
10 business in Michigan on a routine and systematic basis.  
11

12           9.       Wells Fargo Bank, N.A. is a subsidiary of Wells Fargo and  
13 Company, a corporation organized under the laws of the State of South Dakota  
14 and is a “person,” as defined by 47 U.S.C. § 153 (10). Wells Fargo Bank, N.A.  
15 can be served with process through its registered agent: CSC-Lawyers  
16 Incorporating Service (Company), 601 Abbott Rd., Suite 2345, Lansing,  
17 Michigan 48823.  
18  
19  
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21           10.      Wells Fargo Bank, N.A. is a “furnisher of information” under 15  
22 U.S.C. §§ 1681s-2(a) and 1681s-2(a) (b) of the FCRA.  
23

24           11.      TransUnion is a corporation organized under the laws of Delaware.  
25 During all time pertinent to this Complaint, TransUnion was authorized to  
26 conduct business in the State of Michigan and conducted business in Michigan on  
27 a routine and systematic basis. TransUnion can be served with process through its  
28

1 registered agent: The Prentice-Hall Corporation System, Inc., 601 Abbott Rd.,  
2 East Lansing, Michigan 48823.

3 12. TransUnion is a “consumer reporting agency,” as defined by 15  
4 U.S.C. §1681a(f) of the FCRA. TransUnion regularly furnishes consumer reports  
5 to third parties for monetary compensation, fees and other dues.  
6

7 13. Equifax is a corporation organized under the laws of Georgia.  
8 During all time pertinent to this Complaint, Equifax was authorized to conduct  
9 business in the State of Michigan and conducted business in Michigan on a  
10 routine and systematic basis. Equifax can be served with process through its  
11 registered agent: CSC-Lawyers Incorporating Service (Company), 601 Abbott  
12 Rd., East Lansing, Michigan 48823.  
13

14 14. Equifax is a “consumer reporting agency,” as defined by 15 U.S.C.  
15 §1681a(f) of the FCRA. Equifax regularly furnishes consumer reports to third  
16 parties for monetary compensation, fees and other dues.  
17

18 15. Experian is a corporation organized under the laws of Ohio and is a  
19 “person,” as defined by 47 U.S.C. § 153 (10). During all time pertinent to this  
20 Complaint, Experian was authorized to conduct business in the State of Michigan  
21 and conducted business in Michigan on a routine and systematic basis. Experian  
22 can be served with process through its registered agent: The Corporation  
23 Company, 40600 Ann Arbor Rd E Ste. 201, Plymouth, Michigan 48170.  
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1           16. Experian is a “consumer reporting agency,” as defined by 15 U.S.C.  
2 §1681a(f) of the FCRA. Experian regularly furnishes consumer reports to third  
3 parties for monetary compensation, fees and other dues.  
4

5           17. At all time pertinent to this Complaint, all Defendants acted through  
6 authorized agents, employees, officers, members, directors, heirs, successors,  
7 assigns, principals, trustees, sureties, subrogees, representatives, and/or insurers.  
8

9           18. Any violations by Defendants set forth in this Complaint were not  
10 the product of good faith, and were knowing, willful, negligent, and/or  
11 intentional, and Defendants did not maintain procedures reasonably adapted to  
12 avoid any such violation, or to ensure maximum possible accuracy when  
13 preparing consumer reports.  
14  
15

16                           **FACTUAL ALLEGATIONS**  
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18           19. Plaintiff incorporates herein by reference all of the above paragraphs  
19 of this Complaint as though fully set forth at length herein.  
20

21                           **Synchrony Bank Tradeline**

22           20. Plaintiff had a Synchrony account with an outstanding balance.  
23 Plaintiff settled and closed this account with Synchrony.  
24

25           21. After finalizing the Synchrony settlement, Synchrony assigned  
26 and/or sold Plaintiff’s purported account to Firstsource Advantage, LLC, a third  
27 party debt collector who attempted to collect a debt from Plaintiff regarding the  
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1 purported Synchrony account that Plaintiff settled. Plaintiff advised Firstsource  
2 Advantage, LLC she settled the Synchrony account, the debt collector contacted  
3 Synchrony, and the collector did not make further attempts to contact Plaintiff.  
4

5 22. Nonetheless, Synchrony reported inaccurate and incorrect  
6 information about Plaintiff to the national consumer reporting agencies Equifax,  
7 Experian, and TransUnion.  
8

9 23. Synchrony reported derogatory information about Plaintiff, including  
10 inaccurate payment history, and reporting Plaintiff's account with an existing past  
11 due balance, and an existing status of charge-off. This is incorrect and inaccurate.  
12

13 24. Plaintiff disputed the Synchrony tradeline with Equifax, Experian,  
14 and TransUnion in writing, advising each the Synchrony account was resolved  
15 and that the current status and past due balance status are therefore incorrect.  
16  
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18 25. Plaintiff's dispute was futile.

19 26. Consequently, Plaintiff suffers damages.  
20

21 Wells Fargo Bank Tradeline

22 27. Plaintiff was a joint accountholder on a Wells Fargo account.  
23

24 28. The other accountholder filed for bankruptcy on this account, and  
25 Plaintiff kept making payments on the Wells Fargo account to Wells Fargo.  
26  
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1           29. Nonetheless, Wells Fargo falsely reports the account as a charge-off  
2 to Experian and TransUnion during all relevant time, even though Plaintiff paid  
3 the account off in full and made timely monthly payments.  
4

5           30. Plaintiff disputed the Wells Fargo tradeline with Experian, and  
6 TransUnion in writing, advising each of the foregoing.  
7

8           31. Plaintiff's dispute was futile.

9           32. Consequently, Plaintiff suffers damages.  
10

11                           **COUNT ONE**

12                   **VIOLATION OF FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681**

13                           TransUnion, Equifax, Experian, and Synchrony Bank

14           33. Plaintiff incorporates herein by reference all of the above paragraphs  
15 of this Complaint as though fully set forth herein at length.  
16

17           34. The United States Congress has found the banking system is  
18 dependent upon fair and accurate credit reporting. Inaccurate credit reports  
19 directly impair the efficiency of the banking system, and unfair credit reporting  
20 methods undermine the public confidence, which is essential to the continual  
21 functioning of the banking system. Congress enacted the Fair Credit Reporting  
22 Act, 15 U.S.C. § 1681 et seq. ("FCRA"), to ensure fair and accurate reporting,  
23 promote efficiency in the banking system, and protect consumer privacy.  
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1           35. The FCRA seeks to ensure consumer reporting agencies exercise  
2 their grave responsibilities with fairness, impartiality, and a respect for the  
3 consumer's right to privacy because consumer reporting agencies have assumed  
4 such a vital role in assembling and evaluating consumer credit and other  
5 consumer information. The FCRA also imposes duties on the sources that provide  
6 credit information to credit reporting agencies, called "furnishers."  
7  
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9                           The Consumer Reporting Agencies:

10                       Defendants Equifax, Experian, and TransUnion  
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12           36. Equifax is a consumer reporting agency. As such, Equifax is  
13 required to use reasonable procedures to ensure maximum possible accuracy  
14 when preparing consumer reports, including reasonably verifying account  
15 balances, account status, and payment history.  
16

17           37. Experian is a consumer reporting agency. As such, Experian is  
18 required to use reasonable procedures to ensure maximum possible accuracy  
19 when preparing consumer reports, including reasonably verifying account  
20 balances, account status, and payment history.  
21  
22

23           38. TransUnion is a consumer reporting agency. As such, TransUnion is  
24 required to use reasonable procedures to ensure maximum possible accuracy  
25 when preparing consumer reports, including reasonably verifying account  
26 balances, account status, and payment history.  
27  
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1           39.   Equifax, Experian, and TransUnion violated 15 U.S.C. §§ 1681e(b)  
2 by failing to use reasonable procedures to ensure maximum possible accuracy of  
3 Plaintiff's consumer disclosure.  
4

5           40.   Equifax, Experian, and TransUnion are also required to perform a  
6 reasonable reinvestigation of consumer disputes. Plaintiff disputed demonstrably  
7 false account information with these Defendants and supplied information about  
8 the disputed Synchrony tradeline sufficient to warrant a reasonable investigation.  
9 Nonetheless, these Defendants failed to perform a reasonable reinvestigation of  
10 Plaintiff's consumer dispute, including taking reasonable steps to verifying the  
11 account balance, account status, or payment history with Plaintiff or Synchrony.  
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15           41.   Plaintiff disputed demonstrably false account information with  
16 Experian and TransUnion regarding the Wells Fargo account including account  
17 status, payment status, and account history. Plaintiff supplied information about  
18 the disputed Wells Fargo tradeline sufficient to warrant a reasonable  
19 investigation, even though the tradelines are inaccurate, incorrect and misleading  
20 on their face. Nonetheless, these Defendants failed to perform a reasonable  
21 reinvestigation of Plaintiff's consumer dispute, including taking reasonable steps  
22 to verifying the account with Plaintiff or Wells Fargo.  
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26           42.   Equifax, Experian, and TransUnion's conduct was a direct and  
27 proximate cause, as well as a substantial factor in causing damages and harm to  
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1 Plaintiff as described herein. Consequently, these Defendants are liable for  
2 statutory damages, actual damages, punitive damages, attorneys' fees, costs, as  
3 well as other such relief permitted by 15 U.S.C. § 1681n.  
4

5 Furnishers of Information:

6 Defendants Synchrony Bank and Wells Fargo

7 43. Defendants Synchrony and Wells Fargo are furnishers of  
8 information under the FCRA.  
9

10 44. The FCRA requires that furnishers of information such as Synchrony  
11 and Wells Fargo conduct an investigation with respect to disputed information,  
12 review all relevant information, and report the results of the investigation to the  
13 credit reporting agency, and, if the investigation reveals the information is  
14 incomplete or inaccurate, report those results to all other credit reporting agencies  
15 to which the furnisher has provided the inaccurate information.  
16  
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18 45. Plaintiff disputed the Synchrony tradeline with Equifax, Experian,  
19 and TransUnion. Synchrony received notice of the dispute from Equifax,  
20 Experian, and/or TransUnion and failed to take corrective measures. Synchrony  
21 incorrectly reported the tradeline information in the first instance despite actual  
22 knowledge that this information was false and inaccurate based on its own  
23 records. Further, the debt collector Synchrony hired and/or to whom Synchrony  
24 sold the alleged debt notified Synchrony that there was no outstanding debt.  
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1           46. Likewise, Plaintiff disputed the Wells Fargo tradeline with Experian,  
2 and TransUnion. Wells Fargo received notice of the dispute from Experian,  
3 and/or TransUnion and failed to take corrective measures. Wells Fargo  
4 incorrectly reported account status, account history, and payment history despite  
5 actual knowledge this information is false and inaccurate.  
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7  
8           47. Synchrony and Wells Fargo violated sections 15 U.S.C. §§ 1681n  
9 and 1681o of the FCRA by engaging in willful and negligent noncompliance of  
10 15 U.S.C. § 1681s-2(a), (b), and engaging in conduct that violates 15 U.S.C. §  
11 1681s-2(a), (b), including:  
12

- 13           (a) Willfully and negligently failing to conduct an investigation of the  
14 inaccurate information that Plaintiff disputed;  
15  
16           (b) Willfully and negligently failing to review all relevant information  
17 concerning the account;  
18  
19           (c) Willfully and negligently failing to report the results of  
20 investigations to the relevant consumer reporting agencies;  
21  
22           (d) Willfully and negligently failing to report the inaccurate status of the  
23 inaccurate information to all consumer reporting agencies;  
24  
25           (e) Willfully and negligently failing to properly participate, investigate  
26 and comply with the reinvestigations that were conducted by any and  
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1 all consumer reporting agencies concerning the inaccurate  
2 information disputed by Plaintiff; and

- 3  
4 (f) Willfully and negligently continuing to furnish and disseminate  
5 inaccurate and derogatory credit, account and other information  
6 concerning the Plaintiff to the credit reporting agencies when  
7 Synchrony has actual knowledge of the falsity of the information it  
8 reported to the consumer reporting agencies.  
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11 48. Synchrony and Wells Fargo were a direct and proximate cause, as  
12 well as a substantial factor in causing damages and harm to Plaintiff.  
13 Consequently, Synchrony and Wells Fargo are liable for actual and statutory  
14 damages, punitive damages, attorneys' fees, costs, and other relief permitted by  
15 15 U.S.C. § 1681n.  
16

17  
18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff respectfully requests that this Honorable Court  
20 enter judgment against Defendants for the following:  
21

- 22 (a) Actual and statutory damages pursuant to 15 U.S.C. § 1681n(a)(1)  
23 and § 1681o(a)(1);  
24  
25 (b) Punitive damages as the Court may allow pursuant to 15 U.S.C. §§  
26 1681n(a)(2);  
27  
28

1 (c) Costs and reasonable attorney fees pursuant to 15 U.S.C. §  
2 1681n(a)(3) and § 1681o(a)(1); and

3 (d) Such other and further relief as this Honorable Court may deem just  
4 and proper, including post-judgment interest.  
5

6 **JURY DEMAND**

7  
8 Plaintiff hereby demands jury trial on all issues so triable.

9 **RESPECTFULLY SUBMITTED** this 4th day of December 2017,

10  
11 HADOUS|CO. PLLC

12 /s/Nemer N. Hadous

13 Nemer N. Hadous, CA #264431

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